

**BEFORE THE ARIZONA STATE BOARD  
OF EDUCATION**

In the matter of:

**SALT RIVER PIMA-MARICOPA INDIAN  
COMMUNITY SCHOOLS** (a division of the  
Salt River Pima-Maricopa Indian Community,  
a federally recognized Indian tribe)

and

**SALT RIVER HIGH SCHOOL** (a charter  
school).

**CONSENT AGREEMENT**

This Agreement is entered into by the Arizona State Board of Education and Salt River Pima-Maricopa Indian Community Schools, a division of the Salt River Pima-Maricopa Indian Community, a federally recognized Indian tribe, currently operating Salt River High School, by and through its authorized representatives, and provides the following terms and agreement:

**I. FINDINGS OF FACT**

1. The Charter for Salt River High School is held by Salt River Pima-Maricopa Indian Community Schools, a division of the Salt River Pima-Maricopa Indian Community, a federally recognized Indian tribe ("Charter Operator") pursuant to a contract with the Arizona State Board of Education ("Board").

2. Pursuant to Arizona Revised Statutes ("A.R.S.") § 15-183 and the Charter Contract, the Charter Operator is authorized to operate one school site to serve students in grades 7 through 12.

3. Salt River High School ("the school") is operated by the Charter Operator pursuant to A.R.S. § 15-181 *et seq.*

4. The Charter Contract was signed by Leonard Rivers, the Governing Authority of the Charter Operator and the person authorized to sign for the Charter

Operator, on July 30, 1996. The Charter Contract includes the Charter Operator's Ordinance establishing Salt River Pima-Maricopa Indian Community Schools as a division of the Salt River Pima-Maricopa Indian Community and Charter Contract Application, which are fully incorporated into and are part of the Charter Contract.

5. Pursuant to A.R.S. §15-241, Salt River High School is assigned two annual achievement profiles; one for grades 7 and 8, and one for grades 9 through 12.

6. Pursuant to A.R.S. §15-241(U), Salt River High School was evaluated to determine if the school failed to properly implement its Arizona school improvement plan ("ASIP"), align the curriculum with academic standards, provide teacher training, prioritize the budget or implement other proven strategies to improve academic performance. The evaluation concluded that:

- To a minimal extent the ASIP has been revised and adjusted to address ongoing needs based on data.
- To a minimal extent there is a comprehensive curriculum that fully incorporates the fine arts, social studies, history and science.
- To a minimal extent the school has a comprehensive assessment plan that utilizes data in a variety of ways to measure student performance and plan for teaching and learning.

## **II. CONCLUSIONS OF LAW**

7. Pursuant to A.R.S. § 15-241, Salt River High School was labeled as "failing to meet academic standards" for grades 7 and 8 for the 2005-2006 school year.

8. Because Salt River High School's grades 7 and 8 were labeled as "failing to meet academic standards," the sponsor may take action to either restore the charter school to acceptable performance or revoke the charter pursuant to A.R.S. § 15-241(T).

## **III. SETTLEMENT TERMS**

9. In consideration of the Board foregoing its option to proceed with revocation of the charter, and the Charter Operator waiving its right to a hearing except as provided herein, it is in the best interest of the Board and the Charter Operator to resolve this matter and try to restore the charter school to acceptable performance.

10. The Charter Operator shall provide documentation of developed curriculum maps for 7<sup>th</sup> and 8<sup>th</sup> grade required coursework to the Board by August 15, 2007.

11. The Charter Operator shall provide a summary of the evaluation of data and scores from implemented district assessments to assess validity and alignment with AIMS-DPA. The summary will include a description of the evaluation process and list the identified Performance Objectives for which there are no or inadequate district assessments. The summary will be submitted to the Board by August 15, 2007.

12. The Charter Operator shall develop quarterly assessments for Reading, Math, Writing, Science, and Social Studies to be submitted to the Board by August 15, 2007.

13. The Charter Operator shall develop a plan and timeframe for the evaluation of quarterly assessments and the implementation of interventions to be submitted to the Board by August 15, 2007.

14. The Charter Operator shall provide a summary of results of quarterly assessments, the plan for interventions based on results of quarterly assessments, and the impact of interventions from the previous quarter, all of which are to be submitted to the Board no later than 30 days from the administration of each quarterly assessment.

15. The Charter Operator shall provide documentation of the financial support for the development and implementation of items identified above by June 30, 2007.

16. The Board and the Charter Operator agree that if the Charter Operator fails to comply with the terms and conditions of this Agreement, the Board may, on no less than twenty (20) calendar days notice, hold a hearing at which time the Board will receive information to determine whether evidence exists that the Charter Operator has failed to comply with this Agreement. If the Board determines that a breach of this Agreement has occurred, the Board may revoke the Charter Operator's charter to operate any and all sites and terminate the charter contract for breach of this Agreement.

17. The Board and the Charter Operator agree that if Salt River High School is designated as Underperforming for grades 9 through 12 in 2007 or 2008, the Board may revoke the charter for failure to meet its statutory obligation to provide a learning environment that will improve pupil achievement.

18. The Board and the Charter Operator agree that if Salt River High School is designated as Underperforming for grades 7 and 8 in 2008, the Board and the Charter Operator agree that the Board shall revoke the charter for failure to meet its statutory obligation to provide a learning environment that will improve pupil achievement.

19. By entering into this Agreement, the Charter Operator agrees to the factual findings, conclusions of law and settlement terms set forth in this Agreement, and understands that it cannot contest any of these findings, conclusions or settlement terms in the future.

20. This Agreement is not binding on the Board until the Board accepts it by a majority vote at a public meeting.

21. The Agreement is not binding on the Charter Operator until the Charter Operator accepts it at a public meeting. The Agreement becomes effective upon approval by both the governing board of the Charter Operator and execution by the Charter Operator's Charter Representative and the Board President or the Board President's designee.


22. If the Charter Operator rejects this Agreement or any part of it, then this Agreement is null and void, and not binding on the parties, and the Board is free to proceed with revocation proceedings.

23. The Charter Operator understands that it has the legal right to consult with an attorney prior to entering into this Agreement.

24. Each party is responsible for its own attorney's fees and costs in this matter.

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Karen Nicodemus  
President  
Arizona State Board of Education

Date: \_\_\_\_\_

  
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Charter Representative and the person authorized to sign for Salt River Pima-Maricopa Indian Community Schools

Date: 05/10/07